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14 RENEWAGE ENERGY SOLUTIONS, INC.

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

13 CORE FOCUS CONSULTING 2, LLC,
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15 Plaintiff,
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17 v.
18 RENEWAGE ENERGY SOLUTIONS,
19 INC.,
20
21 Defendant.

Case No. 2:24-cv-01809-CV-RAO

District Judge: Hon. Cynthia Valenzuela
Magistrate Judge: Hon. Rozella A. Oliver

**STIPULATED PROTECTIVE
ORDER**

Action Filed: March 6, 2024
Trial Date: October 28, 2025

1 Plaintiff Core Focus Consulting 2, LLC and Defendant RenewAge Energy
2 Solutions, Inc. hereby stipulate to the following protective order:

3 **I. A. PURPOSES AND LIMITATIONS**

4 Discovery in this action is likely to involve production of confidential,
5 proprietary, and/or private information for which special protection from public
6 disclosure and from use for any purpose other than prosecuting this litigation may
7 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
8 enter the following Stipulated Protective Order. The parties acknowledge that this
9 Order does not confer blanket protections on all disclosures or responses to
10 discovery and that the protection it affords from public disclosure and use extends
11 only to the limited information or items that are entitled to confidential treatment
12 under the applicable legal principles. The parties further acknowledge, as set forth
13 in Section 12.3, below, that this Stipulated Protective Order does not entitle them to
14 file confidential information under seal; the parties must follow the applicable local
15 rules, including the procedures that must be followed and the standards that will be
16 applied when a party seeks permission from the Court to file material under seal.

17 **B. GOOD CAUSE STATEMENT**

18 This action involves alleged confidential, financial, technical and/or
19 proprietary information for which special protection from public disclosure and
20 from use for any purpose other than prosecution of this action is warranted. Such
21 confidential and proprietary materials and information may consist of, among other
22 things, confidential business or financial information, information regarding
23 confidential business practices, or other confidential research, development, or
24 commercial information (including information implicating privacy rights of third
25 parties), information otherwise generally unavailable to the public, or which may be
26 privileged or otherwise protected from disclosure under state or federal statutes,
27 court rules, case decisions, or common law. Accordingly, to expedite the flow of
28 information, to facilitate the prompt resolution of disputes over confidentiality of

1 discovery materials, to adequately protect information the parties are entitled to keep
2 confidential, to ensure that the parties are permitted reasonable necessary uses of
3 such material in preparation for and in the conduct of trial, to address their handling
4 at the end of the litigation, and serve the ends of justice, a protective order for such
5 information is justified in this matter. It is the intent of the parties that information
6 will not be designated as confidential for tactical reasons and that nothing be so
7 designated without a good faith belief that it has been maintained in a confidential,
8 non-public manner, and there is good cause why it should not be part of the public
9 record of this case.

10 **II. DEFINITIONS**

11 2.1 Action: *Core Focus Consulting 2, LLC v. RenewAge Energy Solutions,*
12 *Inc.*, Case No. 2:24-cv-01809-CV-RAO.

13 2.2 Challenging Party: a Party or Non-Party that challenges the
14 designation of information or items under this Order.

15 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
16 how it is generated, stored or maintained) or tangible things that qualify
17 for protection under Federal Rule of Civil Procedure 26(c), and as
18 specified above in the Good Cause Statement, including, but not
19 limited to, information contained or disclosed in any materials,
20 including documents, portions of documents, answers to
21 interrogatories, responses to requests for admissions, trial testimony,
22 deposition testimony, and transcripts of trial testimony and depositions,
23 including data, summaries, and compilations derived therefrom that is
24 deemed to be confidential information by any party to which it belongs.

25 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
26 their support staff).

27 2.5 Designating Party: a Party or Non-Party that designates information or
28 items that it produces in disclosures or in responses to discovery as

1 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
2 EYES ONLY.”

3 2.6 Disclosure or Discovery Material: all items or information, regardless
4 of the medium or manner in which it is generated, stored, or maintained
5 (including, among other things, testimony, transcripts, and tangible
6 things), that are produced or generated in disclosures or responses to
7 discovery in this matter.

8 2.7 Expert: a person with specialized knowledge or experience in a matter
9 pertinent to the litigation who has been retained by a Party or its
10 counsel to serve as an expert witness or as a consultant in this Action.

11 2.8 “HIGHLY CONFIDENTIAL” Information or Items: information or
12 items (regardless of how generated, stored or maintained) or tangible
13 things that contain or reflect sensitive Confidential Information that the
14 designating party contends are trade secrets and/or commercially
15 sensitive, the disclosure of which could cause harm that could not be
16 avoided absent such designation.

17 2.9 House Counsel: attorneys who are employees of a party to this Action.
18 House Counsel does not include Outside Counsel of Record or any
19 other outside counsel.

20 2.10 Non-Party: any natural person, partnership, corporation, association, or
21 other legal entity not named as a Party to this action.

22 2.11 Outside Counsel of Record: attorneys who are not employees of a
23 party to this Action but are retained to represent or advise a party to this
24 Action and have appeared in this Action on behalf of that party or are
25 affiliated with a law firm which has appeared on behalf of that party,
26 and includes support staff.

27 2.12 Party: any party to this Action, including all of its officers, directors,
28 employees, consultants, retained experts, and Outside Counsel of

Record (and their support staffs).

2.13 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in this Action.

2.14 Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

2.15 Protected Material: any Disclosure or Discovery Material that is designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

2.16 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

III. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

IV. DURATION

Once a case proceeds to trial, information that was designated as CONFIDENTIAL or HIGHLY CONFIDENTIAL or maintained pursuant to this protective order used or introduced as an exhibit at trial becomes public and will be presumptively available to all members of the public, including the press, unless compelling reasons supported by specific factual findings to proceed otherwise are made to the trial judge in advance of the trial. *See Kamakana v. City and County of Honolulu*, [447 F.3d 1172, 1180-81](#) (9th Cir. 2006) (distinguishing “good cause” showing for sealing documents produced in discovery from “compelling reasons” standard when merits-related documents are part of court record).

1 For material or information that does not become public at trial, after final
2 disposition of this litigation, the confidentiality obligations imposed by this Order
3 shall remain in effect until a Designating Party agrees otherwise in writing or a court
4 orders otherwise. Final disposition shall be deemed to be the later of (1) dismissal
5 of all claims and defenses in this Action, with or without prejudice; and (2) final
6 judgment herein after the completion and exhaustion of all appeals, rehearings,
7 remands, trials, or reviews of this action, including the time limits for filing any
8 motions or applications for extension of time pursuant to applicable law.

9 **V. DESIGNATING PROTECTED MATERIAL**

10 5.1 Exercise of Restraint and Care in Designating Material for Protection.

11 Each Party or Non-Party that designates information or items for protection under
12 this Order must take care to limit any such designation to specific material that
13 qualifies under the appropriate standards. To the extent it is practical to do so, the
14 Designating Party must designate for protection only those parts of material,
15 documents, items, or oral or written communications that qualify – so that other
16 portions of the material, documents, items, or communications for which protection
17 is not warranted are not swept unjustifiably within the ambit of this Order.

18 Mass, indiscriminate, or routinized designations are prohibited. Designations
19 that are shown to be clearly unjustified or that have been made for an improper
20 purpose (e.g., to unnecessarily encumber the case development process or to impose
21 unnecessary expenses and burdens on other parties) may expose the Designating
22 Party to sanctions.

23 If it comes to a Designating Party's attention that information or items
24 that it designated for protection do not qualify for protection at all or do not qualify
25 for the level of protection initially asserted, that Designating Party must promptly
26 notify all other parties that it is withdrawing the inapplicable designation.

27 5.2 Manner and Timing of Designations. Except as otherwise provided in
28 this Order, or as otherwise stipulated or ordered, Disclosure or Discovery Material

1 that qualifies for protection under this Order must be clearly so designated before
2 the material is disclosed or produced.

3 Designation in conformity with this Order requires:

4 (a) for information in documentary form (e.g., paper or electronic
5 documents, but excluding transcripts of depositions or other pretrial or trial
6 proceedings), that the Producing Party affix at a minimum, the legend
7 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
8 ONLY” to each page that contains protected material. If only a portion or portions
9 of the material on a page qualifies for protection, the Producing Party also must
10 clearly identify the protected portion(s) (e.g., by making appropriate markings in the
11 margins) and must specify, for each portion, the level of protection asserted.

12 A Party or Non-Party that makes original documents available for inspection
13 need not designate them for protection until after the inspecting Party has indicated
14 which documents it would like copied and produced. During the inspection and
15 before the designation, all of the material made available for inspection shall be
16 deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the
17 inspecting Party has identified the documents it wants copied and produced, the
18 Producing Party must determine which documents, or portions thereof, qualify for
19 protection under this Order. Then, before producing the specified documents, the
20 Producing Party must affix the appropriate legend (“CONFIDENTIAL” or
21 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) to each page that
22 contains Protected Material.

23 (b) for testimony given in a deposition or in other pretrial or trial
24 proceedings, that the Designating Party identify on the record, before the close of
25 the deposition, hearing, or other proceeding, whenever possible, all protected
26 testimony and specify the level of protection being asserted.

27 (1) However, a party may designate portions of depositions as containing
28 Protected Material after transcription of the proceedings. A Designating Party will

1 have until fourteen (14) days after receipt of the deposition transcript to inform the
2 other party or parties to the action of the portions of the transcript to be designated
3 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
4 ONLY.”

5 (2) The use of a document as an exhibit at a deposition shall not in any way
6 affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
7 ATTORNEYS’ EYES ONLY.” Transcripts containing Protected Material shall
8 have an obvious legend on the title page that the transcript contains Protected
9 Material, and the title page shall be followed by a list of all pages (including line
10 numbers as appropriate) that have been designated as Protected Material and the
11 level of protection being asserted by the Designating Party. The Designating Party
12 shall inform the court reporter of these requirements.

13 (3) The Designating Party will have the right to exclude from attendance at
14 the deposition, during such time as the confidential information is to be disclosed,
15 any person other than the deponent, counsel (including their staff and associates),
16 the court reporter, and the person(s) agreed upon pursuant to paragraphs 7.2 and 7.3
17 below.

18 (4) The originals of the deposition transcripts and all copies of the
19 deposition must bear the legend “CONFIDENTIAL” or “HIGHLY
20 CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” as appropriate, and the original
21 or any copy ultimately presented to a court for filing must not be filed unless it can
22 be accomplished under seal, identified as being subject to this Order, and protected
23 from being opened except by order of this Court.

24 (c) for information produced in some form other than documentary and for
25 any other tangible items, that the Producing Party affix in a prominent place on the
26 exterior of the container or containers in which the information is stored the legend
27 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
28 ONLY.” If only a portion or portions of the information warrants protection, the

Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party's right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

VI. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

6.2 Meet and Confer. The Challenging Party objecting to confidentiality must notify, in writing, counsel for the Designating Party of the objected-to materials and the grounds for the objection. If the dispute is not resolved consensually between the parties within seven (7) days of receipt of such a notice of objections, the Challenging Party may move the Court for a ruling on the objection, in accordance with the procedure set forth in Local Rules 37.1, *et seq.* The materials at issue must be treated as confidential information, as designated by the designating party, until the Court has ruled on the objection or the matter has been otherwise resolved.

6.3 The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the materials in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

1 **VII. ACCESS TO AND USE OF PROTECTED MATERIAL**

2 7.1 Basic Principles. A Receiving Party may use Protected Material that is
3 disclosed or produced by another Party or by a Non-Party in connection with this
4 Action only for prosecuting, defending, or attempting to settle this Action. Such
5 Protected Material may be disclosed only to the categories of persons and under the
6 conditions described in this Order. When the Action has been terminated, a
7 Receiving Party must comply with the provisions of section 13 below (FINAL
8 DISPOSITION).

9 Protected Material must be stored and maintained by a Receiving Party at a
10 location and in a secure manner that ensures that access is limited to the persons
11 authorized under this Order.

12 7.2. Disclosure of “CONFIDENTIAL” Information or Items. Unless
13 otherwise ordered by the court or permitted in writing by the Designating Party, a
14 Receiving Party may disclose any information or item designated
15 “CONFIDENTIAL” only to:

16 (a) The Receiving Party’s Outside Counsel of Record in this Action, as
17 well as employees of said Outside Counsel of Record to whom it is reasonably
18 necessary to disclose the information for this Action;

19 (b) the officers, directors, and employees (including House Counsel) of the
20 Receiving Party to whom disclosure is reasonably necessary for this Action;

21 (c) Experts (as defined in this Order) of the Receiving Party to whom
22 disclosure is reasonably necessary for this Action and who have signed the
23 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

24 (d) the Court and its personnel;

25 (e) court reporters and their staff;

26 (f) professional jury or trial consultants, mock jurors, and Professional
27 Vendors to whom disclosure is reasonably necessary for this Action and who have
28 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order;

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions; and

(j) any other person with the prior written consent of the Designating Party or by Order of this Court.

7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items. A higher level of protection shall be provided for trade secrets and highly sensitive research, development or commercial documents, testimony, information, or other materials designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Unless otherwise ordered by the Court or permitted in writing by the Designating Party, access to material designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” shall be restricted to the following individuals:

(a) Outside Counsel of Record for the Parties as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information to assist such attorneys in connection with the Action;

(b) Experts (as defined in this Order) used by Outside Counsel of Record for the Parties (1) to whom disclosure is reasonably necessary for this

1 Action; and (2) who have signed the “Acknowledgment and Agreement to Be
2 Bound” (Exhibit A);

3 (c) court reporters and their staff;

4 (d) the Court and its personnel;

5 (e) professional jury or trial consultants, and Professional Vendors to
6 whom disclosure is reasonably necessary for this Action and who have signed the
7 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

8 (f) authors and recipients of the Confidential Material;

9 (g) a fact deposition witness or a trial witness that meets the limitations
10 of Section (f) above; any 30(b)(6) deposition witness presented by the Designating
11 Party; any trial witness, provided that the Designated Material marked “HIGHLY
12 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” has been or will be offered into
13 evidence, by stipulation of the Designating Party or by ruling by the Court; attorneys
14 for those witnesses; and if disclosure is reasonably necessary, provided: (1) the
15 deposing and/or examining party requests that the witness sign the form attached as
16 Exhibit A hereto; and (2) the witness will not be permitted to keep any confidential
17 information unless they sign the “Acknowledgment and Agreement to Be Bound”
18 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the
19 court. Pages of transcribed deposition testimony or exhibits to depositions that
20 reveal Protected Material may be separately bound by the court reporter and may
21 not be disclosed to anyone except as permitted under this Stipulated Protective
22 Order;

23 (h) any mediator or settlement officer, and their supporting personnel,
24 mutually agreed upon by the parties engaged in settlement discussions, subject to
25 their agreement to maintain confidentiality to the same degree as required by this
26 Protective Order; and

27 (i) any other person with the prior written consent of the Designating
28 Party or by Order of this Court.

**VIII. PROTECTED MATERIAL SUBPOENAED OR ORDERED
PRODUCED IN OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or Court Order shall not produce any information designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a determination by the Court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that Court of its confidential material, and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

**IX. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
PRODUCED IN THIS LITIGATION**

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by

1 Non-Parties in connection with this litigation is protected by the remedies and relief
2 provided by this Order. Nothing in these provisions should be construed as
3 prohibiting a Non-Party from seeking additional protections.

4 (b) In the event that a Party is required, by a valid discovery request, to
5 produce a Non-Party's confidential information in its possession, and the Party is
6 subject to an agreement with the Non-Party not to produce the Non-Party's
7 confidential information, then the Party shall:

8 (1) promptly notify in writing the Requesting Party and the Non-
9 Party that some or all of the information requested is subject to a confidentiality
10 agreement with a Non-Party;

11 (2) promptly provide the Non-Party with a copy of the Stipulated
12 Protective Order in this Action, the relevant discovery request(s), and a reasonably
13 specific description of the information requested; and

14 (3) make the information requested available for inspection by the
15 Non-Party, if requested.

16 (c) If the Non-Party fails to seek a protective order from this court within
17 fourteen (14) days of receiving the notice and accompanying information, the
18 Receiving Party may produce the Non-Party's confidential information responsive
19 to the discovery request. If the Non-Party timely seeks a protective order, the
20 Receiving Party shall not produce any information in its possession or control that is
21 subject to the confidentiality agreement with the Non-Party before a determination
22 by the court. Absent a court order to the contrary, the Non-Party shall bear the
23 burden and expense of seeking protection in this court of its Protected Material.

24 **X. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

25 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
26 Protected Material to any person or in any circumstance not authorized under this
27 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
28 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts

1 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
2 persons to whom unauthorized disclosures were made of all the terms of this Order,
3 and (d) request such person or persons to execute the “Acknowledgment and
4 Agreement to Be Bound” that is attached hereto as Exhibit A.

5 **XI. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
6 **PROTECTED MATERIAL**

7 When a Producing Party gives notice to Receiving Parties that certain
8 inadvertently produced material is subject to a claim of privilege or other protection,
9 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
10 Procedure 26(b)(5)(B). This provision is not intended to modify whatever
11 procedure may be established in an e-discovery order that provides for production
12 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and
13 (e), insofar as the parties reach an agreement on the effect of disclosure of a
14 communication or information covered by the attorney-client privilege or work
15 product protection, the parties may incorporate their agreement in the stipulated
16 protective order submitted to the court.

17 **XII. MISCELLANEOUS**

18 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
19 person to seek its modification by the Court in the future.

20 12.2 Right to Assert Other Objections. By stipulating to the entry of this
21 Protective Order no Party waives any right it otherwise would have to object to
22 disclosing or producing any information or item on any ground, including, but not
23 limited to, the attorney-client privilege and work product doctrine, not addressed in
24 this Stipulated Protective Order. Similarly, no Party waives any right to object on
25 any ground to use in evidence of any of the material covered by this Protective
26 Order.

27 12.3. Filing Protected Material in Court. Before any Protected Material,
28 including, but not limited to, materials produced in discovery, answers to

1 interrogatories, responses to requests for admissions, deposition transcripts, or other
2 documents which are designated as CONFIDENTIAL or HIGHLY
3 CONFIDENTIAL – ATTORENYS EYES ONLY are filed with the Court for any
4 purpose, the party seeking to file such material must seek permission of the Court to
5 file the material under seal. The filing party must comply with Local Rule 79-5 and
6 the Federal Rules of Civil Procedure for that purpose. If a Party's request to file
7 Protected Material under seal is denied by the court, then the Receiving Party may
8 file the information in the public record, unless otherwise instructed by the Court.

9 **XIII. FINAL DISPOSITION**

10 After the final disposition of this Action, as defined in paragraph 4, within
11 sixty (60) days of a written request by the Designating Party, each Receiving Party
12 must return all Protected Material to the Producing Party or destroy such material.
13 As used in this subdivision, "all Protected Material" includes all copies, abstracts,
14 compilations, summaries, and any other format reproducing or capturing any of the
15 Protected Material. Whether the Protected Material is returned or destroyed, the
16 Receiving Party must submit a written certification to the Producing Party (and, if
17 not the same person or entity, to the Designating Party) by the sixty (60) day
18 deadline that (1) confirms that all the Protected Material that was returned or
19 destroyed and (2) affirms that the Receiving Party has not retained any copies,
20 abstracts, compilations, summaries or any other format reproducing or capturing any
21 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
22 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
23 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
24 reports, attorney work product, documents produced, and consultant and expert
25 work product, even if such materials contain Protected Material. Any such archival
26 copies that contain or constitute Protected Material remain subject to this Protective
27 Order as set forth in Section 4 (DURATION).

1 **XIV. VIOLATION**

2 Any violation of this Order may be punished by any and all appropriate
3 measures including, without limitation, contempt proceedings and/or monetary
4 sanctions.

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6 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

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8 Dated: February 27, 2025

BROWN, NERI, SMITH & KHAN LLP

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10 By: 

Amjad M. Khan

Thomas C. Rickeman

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12 Attorneys for Defendant

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14 I, Amjad Khan, am the ECF user whose user ID and password authorized the
15 filing of this document. Pursuant to L.R. 5-4.3.4(a)(2)(i), I attest that all signatories
16 to this document have concurred and authorized this filing.

17
18
19 Dated: February 27, 2025

KUTAK ROCK LLP

20 By: /s/ Shelby L. Morbach

Brian J. Wagner

Chad T. Nitta

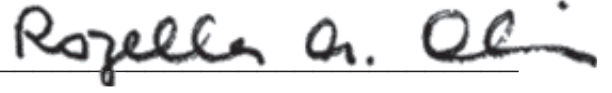
Shelby L. Morbach

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22
23 Attorneys for Plaintiff

1 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

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3 Dated: 2/28/2025



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Hon. Rozella A. Oliver
U.S. Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that
was issued by the United States District Court for the Central District of California
on _____ [date] in the case of *Core Focus Consulting 2, LLC v. RenewAge
Energy Solutions, Inc.*, Case No. 2:24-cv-01809-CV-RAO. I agree to comply with
and to be bound by all the terms of this Stipulated Protective Order and I understand
and acknowledge that failure to so comply could expose me to sanctions and
punishment in the nature of contempt. I solemnly promise that I will not disclose in
any manner any information or item that is subject to this Stipulated Protective
Order to any person or entity except in strict compliance with the provisions of this
Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action. I hereby appoint _____ [print or
type full name] of _____ [print or type full address
and telephone number] as my California agent for service of process in connection
with this action or any proceedings related to enforcement of this Stipulated
Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____